

August 18, 2003

Annette Lee
Phone-Link, Inc.
1700 Eastpoint Pkwy, Suite 270
Louisville, Ky 40223

Dear Annette,

Enclosed is a copy of the Joint Petition for the Negotiated Interconnection Agreement between Phone-Link, Inc. and SBC Illinois for signature. Our Commission also requires Verification from both parties, signed and notarized. On your verification, please indicate the **COUNTY** you operate in.

Please return the signed Joint Petition and your Verification to me overnight mail.

My mailing address is:

Mary C. Velez
SBC Illinois
225 West Randolph, Room 27C
Chicago, Il 60606

Any questions, please feel free to call me on 312 551-9150.

Sincerely,

Mary

Enclosures

October 1, 2003

Ms. Elizabeth Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280

Dear Ms. Rolando,

Please find for filing with the Commission the Joint Petition for approval of the Negotiated Interconnection Agreement between Phone-Link, Inc. and SBC Illinois.

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Enclosures

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
(SBC Illinois))	
and PHONE-LINK, INC.)	
)	03 - _____
Joint Petition for Approval of Negotiated)	
Interconnection Agreement dated July 15, 2003,)	
pursuant to 47 U.S.C. § 252)	

**JOINT PETITION FOR APPROVAL OF NEGOTIATED
INTERCONNECTION AGREEMENT BETWEEN
PHONE-LINK, INC. AND SBC ILLINOIS**

Illinois Bell Telephone Company ("SBC Illinois") and Phone-Link, Inc., through counsel, hereby request that the Commission review and approve the attached Interconnection Agreement dated July 15, 2003 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1) and 252(e), (the "Act"). In support of their request, the parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the parties as contemplated by Section 252(a) of the Act and provides for interconnection, access to unbundled network elements, resale and other services addressed in Section 251 of the Act.

2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. As set forth in the attached Verified Statement of Kim Nations, SBC Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, Ms. Nation's Verification demonstrates that implementation of the Agreement is consistent with the public interest because it will promote competition and enhance Phone-Link, Inc.'s ability to provide Illinois telecommunications users with a competitive alternative for data and transport services.

5. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

6. Copies of the Agreement are available for public inspection in SBC Illinois and Phone-Link, Inc.' public offices.

WHEREFORE, SBC Illinois and Phone-Link, Inc. respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this _____ day of August, 2003

SBC ILLINOIS

Mark Kerber/James Huttenhower
SBC Illinois
225 West Randolph Street, 25D
Chicago, Illinois 60606
(312) 727-7140
Counsel

PHONE-LINK, INC.

Annette Lee
Phone-Link, Inc.
1700 Eastpoint Pkwy, Suite 270
Louisville, Ky 40223
(502) 254-8500
Vice President

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE COMPANY)	
(SBC Illinois))	
and Phone -Link, Inc.)	03 - _____
)	
Joint Petition for Approval of Negotiated)	
Interconnection Agreement dated July 15, 2003,)	
pursuant to 47 U.S.C. §§ 252 (a)(1) and 252(e))	

STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Kim Nations, am Director-Negotiations for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and submit this Statement in Support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between Phone-Link, Inc. and SBC Illinois.

The attached interconnection agreement (the "Agreement") between Illinois Bell Telephone Company ("SBC Illinois") and Phone-Link, Inc. ("PHONE-LINK") was reached through voluntary negotiations between the parties. Accordingly, SBC Illinois and Phone-Link, Inc. requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act").

In accordance with Sections 251 and 252 of the Act, the parties engaged in good faith negotiations and agreement was reached on July 15, 2003. The Agreement expires September 10, 2004 and establishes the financial and operational terms for: the physical interconnection between SBC Illinois' and Phone-Link, Inc.'s networks based on mutual unbundled access to SBC Illinois' network elements, including SBC Illinois' operations support systems functions; collocation; resale; and a variety of other business relationships. Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party. The key provisions of the Agreement are summarized as follows:

Access to Rights-of Way – Section 251(b)(4)

SBC shall provide to PHONE-LINK access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW.

Collocation – Section 251(c)(6)

Collocation will be provided pursuant to the applicable Appendix Collocation.

Database Access

SBC shall provide PHONE-LINK nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE.

Interconnection pursuant to Section 251(c)(2)(A), (B), and (C): 47CFR §51.305(a)(1)

SBC shall provide to PHONE-LINK Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR.

Number Portability – Section 251(b)(2)

The Parties shall provide to each other Permanent Number Portability (PNP) on a reciprocal basis as outlined in the applicable Appendix Number Portability.

Other Services

- ◆ 911 and E911 Services, SBC will make nondiscriminatory access to 911 and E911 services available under the terms and conditions of the applicable Appendix 911.
- ◆ AIN, SBC will provide PHONE-LINK with access to Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties.
- ◆ Directory Assistance (DA), SBC will provide nondiscriminatory access to DA services under the terms and conditions identified in the applicable Appendix DA.
- ◆ Operator Services (OS), SBC shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the applicable Appendix OS.
- ◆ Signaling System 7 Interconnection, SBC shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7
- ◆ Resale, SBC shall provide to Phone-Link, Inc. Communication Services for resale at wholesale rates pursuant to the applicable Appendix Resale.
- ◆ Transmission and Routing of Switched Access Traffic, SBC shall provide to PHONE-LINK certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR.
- ◆ Transmission and Routing of Telephone Exchange Service Traffic, pursuant to applicable Appendix Compensation.
- ◆ Unbundled Network Elements, PHONE-LINK agrees to provide SBC with those services as required by Section 251(b) and/or 251(c) of the Act, if applicable.

Under Sections 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof “... discriminates against a telecommunications carrier not a party to the agreement” or “... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity”. Because the Agreement is the product of voluntary negotiation, it does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is not discriminatory. SBC Illinois will make this Agreement available to any other telecommunications carrier operating within SBC Illinois’ service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two carriers, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall meets their individual business interests and furthers the cause of competition in the local exchange market. This is precisely the process Congress envisioned in crafting the Act. See S. Rep. No. 23, 104th Cong., 1st Sess. at p. 19 (“The Committee intends to encourage private negotiation of interconnection agreements.”) (The Conference Committee on the Telecommunications Act of 1996 receded to the Senate on Sections 252 (a) and (b), see Joint Explanatory Statement of the Committee of Conference at p. 125).

The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission for competition to meet the individual needs of the parties and thereby will promote competition for data and transport services. The Agreement will enhance PHONE-LINK’ ability to quickly begin providing residential and business subscribers in SBC Illinois’ service territory with a competitive alternative for their data and transport services. Under the Agreement, customers will be able to choose Phone-Link, Inc. instead of SBC Illinois for these services.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF KENTUCKY)
)
COUNTY OF)

VERIFICATION

Annette Lee, being first duly sworn, states on oath that she is Vice President for Phone-Link, Inc. and that the facts stated in the foregoing Joint Petition for Approval of the Interconnection Agreement and Statement in Support are true and correct to the best of her knowledge, information and belief.

Annette Lee

Subscribed and sworn
to before me this
_____ day of _____

Notary Public